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BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Mr. Arnold Jablon TO Zoning Commissioner

Date March 10, 1987

Mr. Norman E. Gerber, AICP, Director FROM Office of Planning and Zoning

SUBJECT Zoning Petition Nos. 87-365-A and 87-368-A

Please consider the Chesapeake Bay Critical Area Finding (see memo, Gerber to Jablon, dated 3/9/87) to be the position of this office.

NEG/JGH/sf

NEG/PJS/jat

cc: Uri Avin Tim Dugan David Fields Jim Hoswell Andrea Van Arsdale Tom Vidmar People's Counsel

CPS-008

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Mr. Arnold Jablon Zoning Commissioner

March 9, 1987

Mr. Norman E. Gerber, AICP, Director Office of Planning and Zoning

SUBJECT Chesapeake Bay Critical Area Finding Lodge Forest Partnership (87-368-A)

This petition has been determined to be consistent with the requirements of the Chesapeake Bay Critical Area provided that one major deciduous tree or two minor deciduous trees or two conifers are planted and maintained on the lot. A combination of these three tree types is acceptable provided that 1,000 square feet of tree cover is provided. A large deciduous tree is estimated to cover 1,000 square feet and a minor deciduous or conifer 500 square feet. Any existing trees that are to remain can be credited toward meeting these requirements.

To the degree possible, all stormwater runoff from the impervious surfaces of the site should be directed or spread over vegetated areas to encourage maximum degree of infiltration.

Office of Planning and Zoning

scheduled accordingly.

ability of the requested zoning.

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

Mr. William M. Pellington

Lodge Forest Partnership

Towson, Maryland 21204

Dear Mr. Pellington:

110 West Road

JAMES E. DYER Chairman

RE: Item No. 255 - Case No. 87-368-A

Petition for Zoring Variance

The Zoning Plans Advisory Committee has reviewed the plans

submitted with the above-referenced petition. The following

comments are not intended to indicate the appropriateness of

the zoning action requested, but to assure that all parties

are made aware of plans or problems with regard to the

development plans that may have a bearing on this case. The

Director of Planning may file a written report with the

Zoning Commissioner with recommendations as to the suit-

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on

your petition. If similar comments from the remaining

members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the

hearing file. This petition was accepted for filing on the

date of the enclosed filing certificate and a hearing

Petitioner: Lodge Forest Partnership

Zoning Plans Advisory Committee

JED:kkb

Enclosures

cc: Engineering Construction Corp. 2227 Monocacy Road

> Ms. Ruth A. Barnes 2122 Maple Road Baltimore, Maryaland 21219

BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING TOWSON, MARYLAND 21204 494-3211 NORMAN E. GERBER

> Mr. Arnold Jablon Zoning Commissioner County Office Building Towson, Maryland 21204

Petitione Petitione Attorney

d \*\*\*

FEBRUARY 20, 1987

SOUTH COVE RO.

(CRITICAL AREA) Re: Zoning Advisory Meeting of DECEMBER 30, 1986 Item # 255 Property Owner: LODGE FOREST PARTNERSHIP Location: SW/C LODGE FOREST DRIVE +

Dear Mr. Jablon:

. cc: James Hoswell

The Division of Current Planning and Development has reviewed the subject petition and offers the following comments. The items checked below are apulicable.

> )There are no site planning factors requiring comment. )A County Review Group Meeting is required. )A County Review Group meeting was held and the minutes will be forward by the Bureau of Public Services. )This site is part of a larger tract; therfore it is defined as a subdivision. The plan must show the entire tract. )A record plat will be required and must be recorded prior to issuance of a building permit. The access is not satisfactory. )The circulation on this site is not satisfactory. )The parking arrangement is not satisfactory. )Parking calculations must be shown on the plan.
> )This property contains soils which are defined as wetlands, and development on these soils is prohibited. )Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-98 of the Development Regulations. Development of this site may constitute a potential conflict with the Baltimore County Master Plan.

)The amended Development Plan was approved by the Planning Board )Landscaping: Must comply with Baltimore County Landscape Manual. )The property is located in a deficient service area as defined by Bill 178-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service

)The property is located in a traffic area controlled by a "D" level intersection as defined by Bill 178-79, and as conditions change traffic capacity may become more limited. The Basic Services Areas are re-evaluated annually by the County Council.

(X)Additional comments: "THIS SITE IS LOCATED IN THE CHESADERKE BAY PROVIDED BY THE COMPREHENSIVE PLANNING DIVISION"

> David Fields, Acting Chief Current Planning and Development

BALTIMORE COUNTY
DEPARTMENT OF TRAFFIC ENGINEERING
TOWSON, MARYLAND 21204
494-3550

STEPHEN E. COLLINS DIRECTOR

CPS-nna

January 30, 1987

Mr. Arnold Jablon Zoning Commissioner County Office Building Towson, Maryland 21204

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for items number 251, 252, 253, 255, 256, 257, 259, 260, 261, 263, 265, 2718

> ichael S. Flanigan Traffic Engineer Associate I

MSF:1t

BALTIMORE COUNTY FIRE DEPARTMENT TOWSON MARYLAND 21204-2586 494-4500

PAUL H. REINCKE CHIEF

January 27, 1987 Mr. Arnold Jablon Zoning Commissioner

Office of Planning and Zoning Baltimore County Office Building Towson Maryland 21204

RE: Property Owner: Lodge Forest Partnership (Critical) Location: SW/C Lodge Forest Drive and South Cove Road

Item No.: 255

Gentlemen:

Zoning Agenda: Meeting of 12/30/86

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

( ) 1. Fire hydrants for the referenced property are required and shall be located at intervals or \_\_\_\_\_ feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.

( ) 2. A second means of vehicle access is required for the site.

EXCEEDS the maximum allowed by the Fire Department.

( ) 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or Leginning of operation.

(x) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 \*Life Safety Code\*, 1976 edition prior to occupancy.

) 6. Site plans are approved, as drawn.

( ) 3. The vehicle dead end condition shown at

) 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWER: Cott 1 Sell Kelly 1-37-87 Approved: Fire Prevention Bureau



COUNTY OFFICE BLDG. 111 W. Chesapeake Ave. Towson, Maryland 21204

Chairman

MEMBERS

Burcau of

Engineering

Bureau of

Industrial

Development

Fire Prevention

Health Department

Building Department

Board of Education Toning Administration

Project Planning

Department of

Traffic Engineering

State Roads Commission

Mr. Arnold Jablon, Zoning Commissioner Office of Planning and Zoning

APPLICABLE ITES ARE CIRCLED:

or Engineer shall be required to file with a permit application. Reproduced seals are not acceptable.

E. All Use Groups except R-4 Single Pamily Detached Duellings require a minimum of 1 hour five rating from exterior walls closer than 6'-0 to an interior lot line. R-4 Use Groupe require a one hour wall if closer than 3'-0 to an interior lot line. Any wall built on an interior lot line shall require a fire or party wall. See Table 401, Section 1407, Section 1406.2 and "able 1402. Ho openings are permitted in an exterior wall within 3'-0 of an interior lot line.

F. The structure does not appear to comply with Table 505 for parmissable height/arms. Feply to the requested variance by this office cannot be considered until the necessary data pertaining to height/area and construction type is provided. See Table 401 and 505 and have your Architect/Engineer contact this department

C. The requested variance appears to conflict with Section(s) \_\_\_\_\_\_\_ of the Baltimore County Building Code.

I.) The proposed project appears to be located in a Flood Plain, fidal/Riverine. Please see the attached copy of Section 516.0 of the Building Code as adopted by Bill #17-85. Site plans shall show the correct slevations above sea level for the lot and the finish floor levels including basement.

K. These abbreviated comments reflect only on the information provided by the drawings submitted to the diffice of Planning and Zoning and are not intended to be construed as the full extent of any permit. If desired the applicant may obtain additional information by visiting Room 122 of the County Office Building at 112 W. Chesapeake Avenue, Towson, Haryland 21 204.

Marles Element

Very truly yours,

Special Inspection Division

TED ZALESKI, JR. DIRECTOR Comments on Item # 255 Zoning Advisory Committee Meeting are as follows: Property Owner: Lodge Forest Partnership (CRITICAL) Location: SW/C Lodge Forest Drive and South Cove Road District: D.R. 5.5 All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #17-85, the Maryland Code for the Handicapped and Aged (A.E.S.I. #117-1 - 1980) and other applicable Codes must Standards B A building and other miscellaneous permits shall be required before the start of any construction C Residential: Two sets of construction drawings are required to file a parmit application. The seal of a registered in Maryland Architect or Engineer 18/1s not required on plans and technical data. D. Commercial: Three sets of construction drawings sealed and signed by a registered in Maryland Architect

SFECIAL (FE FOR CONSTRUCTION IN TIDAL OF IVERINE AREAS BILL #17-85 BALTIMORE COUNTY BUILDING CODE 1984 EFFECTIVE - APRIL 22, 1985

SECTION 516.0 A Section added to read as follows:

CONSTRUCTION IN AREAS SUBJECT TO FLOODING

AREAS SUBJECT TO INUNDATION BY TIDEWATERS:

1. Whenever building or additions are constructed in areas subject to inundation by tidewaters, the building's lowest floor (including basement) shall be not lower than one (1) foot above the 100-year flood elevation, as established by the U.S. Army Corps of Engineers or the Federal Flood Insurance Study, whichever is more restrictive. These buildings or additions shall be designed and adequately anchored to prevent flotation, collapse, or lateral movement of the structure with materials resistant to flood damage.

Areas beneath buildings will not be considered as basements if headroom to underside of floor joists is less than six feet or if enclosure walls are at least 50 percent open.

2. Crawl spaces under buildings constructed in the tidal plain, as determined by the U.S. Army Corp of Engineers or the Federal Flood Insurance Study, whichever is the more restrictive, shall be constructed so that water will pass through without resulting debris causing damage to the improvements of any property.

3. New or replacement utility systems, including but not limited to water supply, sanitary sewage, electric, gas and oil, must be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and require on-site waste disposal systems to be located so as to avoid impairment of them or contamination from them during flooding.

516.2 RIVERINE AREAS SUBJECT TO INUNDATION BY SURFACE WATERS WITHIN THE 100 YEAR FLOOD PLAIN.

1. No structures or additions shall be within the 100-year flood plain of any watercourse. The 100-year flood plain shall be based upon the Federal Flood Insurance Study or the Department of Public Works, whichever is the more restrictive. This determination shall include planned future development of the watershed area.

2. Reconstruction of residential dwelling units shall be governed by Sections 103.0 or 120.0 as applicable, except that rebuilding of residential dwelling units damaged in excess of 50 percent of physical value shall also be governed by the provisions of Subsection 516.1 of this Section.

3. Reconstruction of other than residential buildings or structures in the riverine areas shall be made to conform to 516.1 when damage exceeds 50 percent of physical value.

April 1985

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for the property k	nown as 2212 Lodg	e Forest Apève		by and between
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Revised 3/84				

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IN RE:	PETITION FOR ZONING VARIANCE Sw/cor. of Lodge Forest Dr.,	*	BEFORE THE
	and South Cove Road (2212 Lodge Forest Drive) 15th Election District	*	DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY
	Lodge Forest Partnership	*	Case No. 87-368-A

The Petitioner herein requests a zoning variance to permit a side street setback of 23.25 feet in lieu of the required 25 feet, as more particularly described on the plan submitted, prepared by Engineering Construction Corporation, dated December 8, 1986.

\* \* \* \* \* \* \* \* \* \*

Testimony on behalf of the contract purchaser indicated that a 24' x 36' modular home has been purchased for construction at the above-referenced location. Since the lot was subdivided in 1978 to a width of 69.25° and is located at the corner of South Cove and Lodge F rest Roads, a side street setback is required. The modular home cannot be positioned any other way. The home on the lot catty-cornered across South Cove Road has a 22-foot side street setback.

There were no Protestants.

Petitioner

Pursuant to the advertisement, posting of property, and public hearing held on this case; it appearing that strict compliance with the Baltimore County Zoning Regulations (BCZR) would result in practical difficulty and unreasonable hardship upon the Petitioners; Baltimore County having reviewed the application involving property located in the Maryland Chesapeake Bay Critical Areas and having ascertained that it is consistent with the requirements of the State of Maryland to minimize adverse impacts on water quality and fish, wildlife, and

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore
County this 20 th day of March, 1987, that a variance to permit a side street
setback of 23.25 feet, in accordance with the plan submitted, be and is hereby
GRANTED, subject, however, to the following mitigative practices designed to
minimize adverse impacts on water quality and fish, wildlife, and plant habitat
in the Maryland Chesapeake Bay Critical Area:

- 1) Plant and maintain no less than one (1) major deciduous, or two (2) conifers, or two (2) minor deciduous trees on the lot, or a combination of these three classes of trees.
- All stormwater runoff from the impervious surfaces of the site shall be directed or spread over vegetated

tan 101.14. Ling Deputy Zoning Commissioner of Baltimore County

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	1	RUTH ANNE BARNES,	LODGE FORES	T PARTNERSHIP	NONE	
All Property Description. The Seller sells and the Purchaser buys the following described property located in the		WALTER J. HURD AND MARGARET L. HURD				
Suither described in the Land Records in Liber 42 Folio 77		TEMORICE E. BORD	1			
Programmer with any improvements thereon and all of Seller's right, title and interest in and to any and all estates, rights, privileges, easements, ways, waterways,	G Property	Laceron		H Sattlement Agent		
Dollars		2212 LODGE FOREST DR	TVF		IEL TITLE CORPORA	ATION
Additional deposit which shall be said as an holism.		BALTIMORE COUNTY, MA		Place of Settlement		1 Settlement De
which is the remaining unpaid balance of the Total Purchase Price, shall be paid by the Purchaser to the Seller in cash or certified check at the time of settlement.	1	IN FEE SIMPLE		M1/CC - C	COLDEN RING	12/29/8
SETTLEMENT. Settlement under this Contract will take place on or before Dec. 1 19 in compliance with the Internal Revenue Code, if any patient is not a United States, sellers and buyers authorize and instruct the party conducting settlement to withhold from the proceeds of sale any such	J Summer	ry of Barrower's Trensection				
Smount as the Internal Program Service may require		Amount Due From Borrower	<del></del>	K. Summary of Seller		
SOREIGN OWNERSHIP. The undersigned Sellers hereby affirm and acknowledge, under penalties of perjury, that [check one]:  [2] (a) aff parties having an expensible interest in the property are United States Citizens. [: (b) the following parties having an ownership interest in the property are united States Citizens.	<b>3</b>	ract sales price	I le con a	400. Gross Amount De		
PHANCING CONTINGENCY. This Contract of Sale is expressly contingent upon the Purchases accuring a commitment from a loading land.		onal property		401. Contract sales p 402. Personal propert		16,000.
Dollars & Angeliar by Increase more property in the amount of \$ 250 Angelia. I One	-	ement charges to borrower (line to	100) 626.50	403.	<u> </u>	<del></del>
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DAN APPLICATION. Purphyses utilizing a load agrees to make application within the Asia and additional additional and additional and additional addit	106 Cityric	iments for items peld by seller in a own taxes to	GVENCO	Adjustments for k	ome peld by seller in edu	ence
the to declare the decost forested. Any action by the Purchaser after the dete of acceptance of this next test to do so shall give the Seller the		ly taxes 12/25/66 to 6/30/87	116.63	406. City/town taxes	to	
a) of the deposit forfeited as compensation for broker one-half	108 Asses		116.62	407. County taxes /2/ 408. Assessments		116.68
This contract is subject to the ability of the Purchaser to secure a commitment for the first mortgage/deed of trust described herein by	109			409.	to	<del></del>
anyway, me purchaser may, at the Purchaser's option, elect to proceed with settlement despite the failure to obtain the mortuage commitment herein described, and settlement despite the failure to obtain the mortuage commitment herein described,	<u>110.</u>			410.		<del></del>
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Il be refunded and this contract shall be null and wid.	-112			412.		<del></del>
AN ORIGINATION FEES AND POINTS, in the event the mortrage applied for requires Burchaset to not less satisfaction	120. Gross /	Amount Due From Borrower	1676 33	420. Gross Amount Due	To Setter	11 111
nts, Purchaser agrees to pay any and all such fees and points. In the event the mortgage applied for requires Seller to pay loan placement fees or loan discount nts, Seller agrees to pay up to		ts Paid By Or In Behalf Of Borrows		500. Reductions in Amo		16,1160
TERMATE FINANCING. It is further understood and agreed that should the Purchaser make application for financing through a lending institution or other urce whereby the interest, terms of payment, amount of loan, or any other term differs from the financing conditions hereinbefore set forth, upon notification to		it or earnest money	300.00	501. Excess deposit (se	on personal	
aditions of this contract shall be deemed to have been fully satisfied and of on further effect provided and a loan commitment granted, the preceding mortgage		pal amount of new loan(s)		502. Settlement charge	3 to seller (line 1400)	500.cc
The Caller recognize	203. Existin 204.	g loan(s) taken subject to		503. Existing loan(s) tal	en subject to	523.c
lifor, the illetting broker, as the agent negotiating this contract, and agrees to say said floation a trollegal for ing the services rendered in the amount provided for in littling contract, out of which the selling broker,	205			504. Payoff of first mor	tgage loan	
who co best as put we testing agreement. This fee is earned when this contract is ratified/accepted by the parties. Falling or inability of Seller to perform shall be the Best arms Markiting for the programme to the contract is ratified/accepted by the parties. Falling or inability of Seller to perform shall be the seller deposit is the two best and the seller deposit is the seller deposit in the seller deposit in the seller deposit is the seller deposit in the seller deposit in the seller deposit is the seller deposit in the seller deposit in the seller deposit is the seller deposit in	206.			505. Payoff of second r	nortgage loan	
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I will be supported to the contract of the Con	208.			506.		<del>- </del>
LTIMORE COUNTY REQUIRED WELLAND SEPTIC ADDENDUM ATTACHED.	209	A		509.		<del></del>
DENDUM ATTACHED. Yes No NOTIONS OF SALE. This Contract of Sale is subject to the following conditions, only as indicated:	210. City/tow	nents for items unpeld by seller		Adjustments for ther	ns unpeld by seller	<del></del>
COMMON I THIS CONSTRUCTION OF THE PROPERTY OF	211. County		<del>-  </del>	510. City/town taxes	lo	
nt Purchaser is unable to obtain such verification withindays from the date of this agreement, Purchaser may, by giving Seller written notice	212. Assesso			511. County taxes 512. Assessments	to	
reafter neither party shall have any liability to the other. If Purchaser does not so notify Seller of Purchaser's election to terminate this Contract, this continuous shall be desmed maked by Purchaser and Buchaser shall be thereafter fully seller of Purchaser's election to terminate this Contract, this continuous shall be thereafter fully seller of Purchaser's election to terminate this Contract, this continuous shall be thereafter fully seller of Purchaser's election to terminate this Contract,	213.			513.	to	<del></del>
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tests or sever connections the near may be without the cent of additional including, but not limited to, a building permit, and satisfactory percola-	<u>215.</u> 216			515.		<del> </del>
in the Contract pull and wild in which event all descriptions of the Contract pull and the Contract pull a	217.			516.		1
hase, and Purchaser shall be thereafter fully obligated to perform the seasons election to terminate this Contract, this contingency shall be deemed waived by	218			517.		
beformed upon the Pennett and Purchaser's obligations hereunder are fully contingent upon Purchaser obtaining satisfactory results of percolation tests	219			518. 519		
all deposit movies held hereunder shell be grounded with the format and word, in which	220 Yasal Bala	d Syffor Sarrower				<del> </del>
ted to perform the remaining provisions of this Contract			500.00	520 Total Reduction Amor	unt Dire Salter	1023 cc
AMB WATER CHARGES. The property is subject to deferred charges for sewer and water in the amount of \$	201 Gmas A-	Settlement From/Te Borrower mount due from borrower (line 120		600. Cash At Settlement T	offrom Saller	1764260
per year for water.  Description of the period of the peri	302 Less amo	Dunts paid by/for borrower (line 120	16.761.33	601. Gross amount due to	seller (line 420)	1611668
ES. ARY ROCCE GIVEN OF FEGUING to be given under this Contract shall be in withing and shall be sent to the contract of the contract shall be in withing and shall be sent to the contract of		ounts paid byflor borrower (line 22	A11 2 (C . C )	602. Less reductions in a		VC23 (0)
med to have been given at the time so sent. If intended for Seller, notice shall be addressed to Seller at:	361. Cash	From To Borrower	1/ 5 22	603. Cash 🔲 To	From Seller	
			<del>                                      </del>			1509363
ted for Purchaser, not \$2 \$50 bedries@a trefritame at:						<del></del>
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ONAL CLAUSES.	7/12	ecknewindsed of capy of both pages of this Discin hymnoties to given to-quake distribution and paper.	nts in accordance betweenth Seni	more in hereby approved, and in subjected Title amounts no limitality for the	el le further adjustment breven pr occurry of interprature browders	Start S Credit of circum S
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E TO PURCHASER AND ALL OTHER PARTIES. Any person aggrieved in accordance with Article 55, Section 217A of the Maryland Code may be entitled to	Museu	of to Name to the	y 62 20	Seller's Signature		
person is not protected by the Guaranty Fund in an amount in excess of \$25,000 for any office.	THE SENTINGS TIT	LECORPORATION /		Seffer's Signature		
& A LEGALLY BINDING FONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE THROUGH VOIR A PLOTETY A	Dini	M. physin		Seller's New Address & Phone		
Purchaser Auth & Billiam (SEAL)	Sealing of Officer			· ·		- <del></del>
Purchaser Different ISEAL)	. ′	<i>i/</i>				
Soller Seller (SEAL)	Previous Edite	ion Is Obsolete				
Seller(SEAL)		······································				HUD 1 13 461
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BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204

ARNOLD JABLON ZONING COMMISSIONER

JEAN M. H. JUNG DEPUTY ZONING COMMISSIONER

March 20, 1987

Ms. Ruth A. Barnes 2122 Maple Road Baltimore, Maryland 21219

> RE: Petition for Zoning Variance SW/cor. of Lodge Forest Drive and South Cove Road 15th Election District

Case No. 87-368-A

Dear Ms. Barnes:

Enclosed please find a copy of the decision rendered on the above-referenced case. Your Petition for Zoning Variance has been Granted subject to the restrictions noted in the attached Order.

If you have any questions concerning this matter, please do not hesitate to contact this office.

> Very truly yours. can III. No Jame JEAN M. H. JUNG Deputy Zoning Commissioner

JMHJ:bjs

Enclosures

cc: Mr. Michael Northop Maryland State Department of Planning 301 W. Preston Street Baltimore, Maryland 21201

People's Counsel

The undersiand and	OR ZONING VAR NCE  F BALTIMORE COUNTY:  of the property situate in Reltimore County and which
ine undersigned, legal owner(s) described in the description and plat a	of the property situate in Baltimore County and which is attached hereto and made a part hereof, hereby petition for a
Variance from Section 1802.3.C.1.	(Policy S-14) to permit a side street setback .
of 23.25 feet in lieu of the	required 25 feet.
***************************************	
of the Zoning Regulations of Baltimore following reasons: (indicate hardship of	County, to the Zoning Law of Baltimore County; for the r practical difficulty) There is a practical difficulty
in constructing a 24' deep X 36'	Wide modular house on the late this is a practical difficulty
front-yard setbacks from each st	reet Placing this man like the requires two
	rice the setback on the South Cove Rd. side to be 25' front-yard depth. It should be noted that the
Record Plat 10-76" in 10/25/76 +	more prior to the "Resubdivision of 33 Lots on his lot was 71.25 feet wide which would have accommodated esubdivision a 2' strip was granted as the Cove Rd. R/W. ertised as prescribed by Zoning Regulations.
I, or we, agree to hav evnences of	above Variance advertising, posting, etc., upon filing of this
	I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property
Contract Purchaser:	which is the subject of this Petition.
Ruth A. Barnes	William W. Pelling ton
(Type or Print Name)	(Type or Brigt Name)
- Such & Gamo	Zill M. Heller L
Signature	Signature Managing Partner
2122 Maple Road Address	Iodge Forest Partnership  (Type or Print Name)
Baltimore, Maryland 21219	
City and State Attorney for Petitioner:	Signature DATE 715/87
A1 /A	110 Wash Paul
(Type or Print Name)	Address Phone No. 1000
Signature	<b>1</b> \ \!
Address	Name, address and phone number of level summer 526,835
	tract purchaser or representative to be contacted
City and State	Name
ttorney's Telephone No.:	2122 Maple Rd. Balt., Md. 21219 477-1589
Quired by the Zoning Law of Politimore	the subject matter of this petition be advertised as
ounty, on the17th da	that the subject matter of this petition be advertised, as County, in two newspapers of general circulation throughsted, and that the public hearing be had before the Zoning com 106, County Office Building in Towson, Baltimore by ofMarch, 1987_, at9:30o'clock
at Baltimore County, that property be po commissioner of Baltimore County in R	sted, and that the public hearing be had before the Zoning com 106, County Office Building in Towson, Baltimore
ounty, on the17th da	sted, and that the public hearing be had before the Zoning com 106, County Office Building in Towson, Baltimore
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at Baltimore County, that property be po ommissioner of Baltimore County in R ounty, on the	sted, and that the public hearing be had before the Zoning comm 106, County Office Building in Towson, Baltimore by of
District 15 The Posted for: 2712 Mer.	sted, and that the public hearing be had before the Zoning count 106, County Office Building in Towson, Baltimore by of
District 15 Th  Posted for: 12 7 12 21 5.  Petitioner: 12 12 21 5.  Petitioner: 12 12 21 5.	RTIFICATE OF POSTING PARTMENT OF BALTIMORE COUNTY Towson, Maryland  Date of Posting  Date of Posting  Partment Shares  Level And Shares  Level And Shares  Date of Posting  Partment Shares  Level And Shares  Lev
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District 15 Th  Posted for: 12 Mer.  Petitioner: 10 dep 10 Tel.  CES  Cocation of property: 5 W/ (07.)	RTIFICATE OF POSTING PARTMENT OF BALTIMORE COUNTY Townen, Maryland  Date of Posting
CEI ZONING DE  District 5 Th  Posted for:	RTIFICATE OF POSTING PARTMENT OF BALTIMORE COUNTY Townson, Maryland  Date of Posting  Date of Posting  Date of Posting  Language  Langua
CEI ZONING DE  District 5 Th  Posted for:	RTIFICATE OF POSTING PARTMENT OF BALTIMORE COUNTY Townen, Maryland  Date of Posting

BEGINNING for the same at the southwest intersection of South Cove Road right-of-way 42 feet and Lodge Forest Road right-of-way 45 feet thence running the five following courses 1. North 84°16'40" West 145.00 feet, 2. South 05°43'20" West 69.25 feet, 3. South 84°16'40" West 155.00 feet, 4. North 05°43'20" West 59.25 feet, 5. North 39°16'40" West 14.14 feet to the place of beginning. Being Lot # 865-X "Lodge Forest" (Resubdivision of 33 lots on Record Plat McLM 10-76) Plat Book 42 Folio 77. Steven K. Broyles P.E.#14429 OFFICE COPY BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353 ZONING COMMISSIONER March 10, 1987 Mr. William M. Pellington Lodge Forest Partnership 110 West Road Towson, Maryland 21204 RE: PETITION FOR ZONING VARIANCE SW/cor. of Lodge Forest Dr. and South Cove Rd. (2212 Lodge Forest Dr.) 15th Election District - 7th Councilmanic District Lodge Forest Partnership - Petitioner Case No. 87-368-A Dear Mr. Pellington: This is to advise you that \_\_\_\_\_\_\_\_is due for advertising and posting of the above propert . This fee must be paid before an THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED. Do <u>not</u> remove sign from property from the time it is placed by this office until the day of the hearing itself. BALTIMORE COUNTY, MARYLAND OFFICE OF FINANCE - REVENUE DIVISION g, Towson, Maryland MISCELLANEOUS CASH RECEIFT SIGN RETURNED AMOUNT \$ 77.58

JIF Home Construction Co., Inc., 5702 Leiden Rd., Baltimore, Md. 21206 AUNIETISING & POSTING COSTS RE CASE #87-368-A B 8031#####7770:13 01/6 VALIDATION OR SIGNATURE OF CASHIER

Contract of the second Description of 2212 Lodge Forest Drive Baltimore, Md. 21219, 15th Election District ounty, Maryland, and remit

makes control of contr

JEAN M. H. JUNG DEPUTY ZONING COMMISSIONER - PETITION FOR ZONING VARIANCE

15th Election District

Case No. 87-368-A

Southwest Corner of Lodge Forest Drive and South Cove Road (2212 Lodge Forest Drive)

DATE AND TIME: Tuesday, March 17, 1987, at 9:30 a.m.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Zoning Variance to permit a side street setback of 23.25 feet in lieu of the required 25 feet

Being the property of <u>Lodge Forest Partnership</u>, as shown on plat plan filed with the Zoning Office.

In the event that this Petition(s) is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

> BY ORDER OF ARNOLD JABLON ZONING COMMISSIONER OF BALTIMORE COUNTY

## CERTIFICATE OF PUBLICATION

PETITION FOR ZONING VARIANCE 15th Election District Case No. 87-368-A LOCATION: Southwest Corne Drive)
DATE AND TIME: Tuesday, March
17, 1987, at 9:30 a.m.
PUBLIC HEARING: Room 106,
County Office Building, 111 W.
Chesapeake Avenue, Towson,
Maryland The Zoning Commissioner of Balti-more County, by authority of the Zon-ing Act and Regulations of Baltimore County, will hold a public hearing: Petition for Zoning Variance to per-mit a side street setback of 23,25 feet in lieu of the required 25 feet
Being the property of Lodge Forest with the Zoning Office.

In the event that this Petition(s) is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit the series of the cond cause. during this period for good caus shown. Su is request must be received in writing by the date of the hearing se above or made at the hearing. By Order Of ARNOLD JABLON

Zoning Commissioner of Baltimore County

2/260 Feb. 26.

PETITION FOR ZONING VARIANCE

17, 1987, at 9:30 s.m. PUBLIC HEARING: Room 106,

15th Election District Case No. 87-368-A

LOCATION: Southwest Corner Lodge Forest Drive and South Cove

DATE AND TIME: Tuesday, March

County Office Building, 111 W.

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Balti-

Petition for Zoning Variance to permit a side street setback of 23.25 feet in tieu of the required

Being the property of Lodge For-

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of said permit during this period for good caus shown. Such request must be received in writing by the

date of the hearing set above or

made at the hearing.

ARNOLD MARCON ZONING COMMISSIONER

OF BALTISIORE COUNTY

February 26 TOWSON, MD., \_\_\_\_\_ THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on February 26 19 86

THE JEFFERSONIAN,

Cost of Advertising

Publisher

32.18

CERTIFICATE OF PUBLICATION

OFFICE OF Dundalk Eagle

4 N. Center Place P. O. Box 8936

Dundalk, Md. 21222

Feb. 26,

19 87

THIS IS TO CERTIFY, that the annexed advertisement of Arnold Jablon in the matter of Zoning Hrgs. - P.O. # 35100 - Req. #L98582 - 76 lines @ \$30.40. was inserted in **The Dundalk Eagle** a weekly newspaper published in Baltimore County, Maryland, once a week SUXXEESINE weeks before the for 19 87 ; that is to ຽາງ, February

the same was inserted in the issues of Feb. 26, 1987

Kimbel Publication, Inc. per Publisher.

RE: PETITION FOR VARIANCE SW Corner of Lodge Forest Dr. & South Cove Rd. (2212 Lodge Forest Rd.), 15th District

: BEFORE THE ZONING COMMISSIONER OF BALTIMORE COUNTY

Case No. 87-368-A

LODGE FOREST PARTNERSHIP. Petitioner

: : : : : : :

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the abovecaptioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

> Phyllis Cole Friedman People's Counsel for Baltimore County

> Peter Max Zimmerman Deputy People's Counsel Room 223, Court House Towson, Maryland 21204 494-2188

I HEREBY CERTIFY that on this 13th day of February, 1987, a copy of the foregoing Entry of Appearance was mailed to William M. Pellington, Managing Partner, Lodge Forest Partnership, 110 West Rd., Towson, MD 21204, Petitioner; and Ruth A. Barnes, 2122 Maple Rd., Baltimore, MD 21219, who requested notification.

Peter Max Zimmerman

FEB 17 1987

ZUASTA CARGE

Mr. William M. Pellington Lodge Forest Partnership 110 West Road

Towson, Maryland 21204

January 30, 1987

NOTICE OF HEARING

RE: PETITION FOR ZONING VARIANCE SW/cor. of Lodge Forest Dr. and South Cove Rd. (2212 Lodge Forest Dr.) 15th Election District Lodge Forest Partnership - Petitioner

Case No. 87-368-A Tuesday, March 17, 1987

PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

coning Commissioner

e County

BALTIMORE COUNTY, MARYLAND OFFICE OF FINANCE - REVENUE DIVISION MISCELLANEOUS CASH RECEIPT

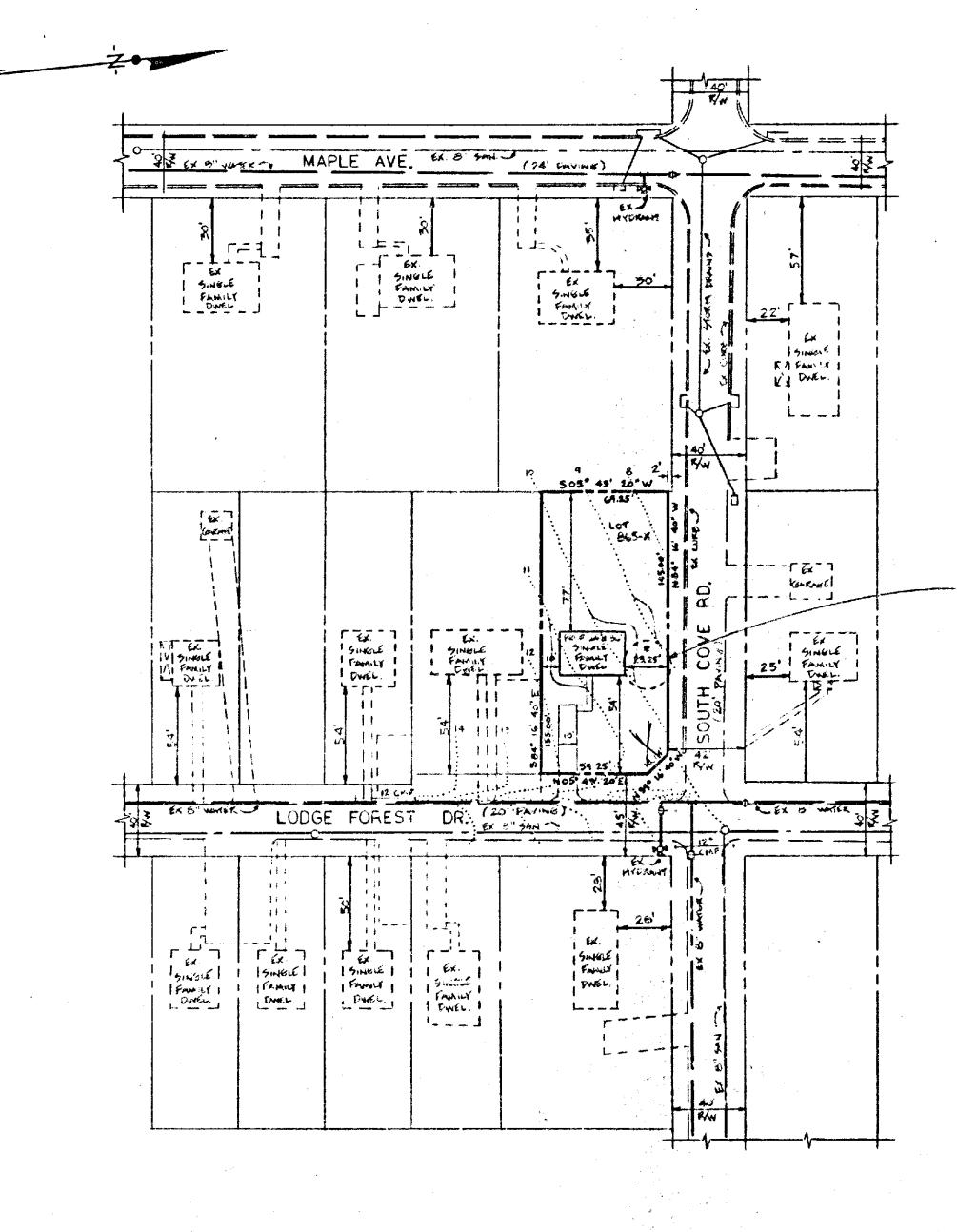
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PLAT FOR ZONING VARIANCE

CONTRACT PURCHASER- RUTH ANN BARNES/JAMES & MARGET HURD

OWNER-LODGE FOREST PARTNERSHIP

DISTRICT - 15th, ZONED DES 51

LOT- 865X, PLAT BOOK MYLM-42 FOLIC-77 EXISTING UTILITIES IN LODGE FOREST DR.

SUBDIVISION - LODGE FOREST

AREA: 10,684 9 (2453 ACRES)

SCALE : 1"=50"

VARIANCE REQUESTED FOR A REDUCTION OF THE 25' SET BACK TO 23.25' TO FACULITATE A MODULAR DWELLING 36' WIDE

Shallow Creek SCALE - |" = 1000' MAP

RUM BARRES
2172 MAPLE ROAD
BALTIMONE, MD. 21219

FON 2212 LODGE FONEST PRIVE

MN. PEULICION HOS STACE SOLD

THE PROPERTY TO MAS ROA BARNS

AND THEY HOME SETTLED ON THE

PROPERTY FOR DECEMBEN OF

1986. MN. PECUNGTON B

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DOSEPH M FOBISZAR PEAC ESTOTE DOENT For RUTH BARVES

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